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Receivers—Validity of Contracts.—International & G. U. Ry. Co. v. Wentworth, 27 S. W. 680 (Texas). Where an agent of a receiver has made a contract for transportation over his own line and also over contiguous lines outside the jurisdiction of the Court which appointed such receiver, the contract was held void as against the receiver and also against the railroad, under the statute excluding such receiver from powers and risks not within the grant and control of the court.

Review on Repeal—Appointment of Receivers.—Roberts v. Washington Nat. Bank, 37 Pac. Rep. 26 (Wash.). An appeal to a higher court from an order appointing a receiver does not limit the decision of such court to the question of the jurisdiction of the court appointing him, but allows it to investigate the law and facts of the appointment in the first place; and the application for a receiver of notes alleged to be fraudulently held by another, where the proof of the fraud was entirely hearsay and denied by unchallenged testimony on the other side, should be disregarded.

GENERAL CASES.

Larceny—Photograph as Evidence—Verification by Trial Judge.—Commonwealth v. Morgan, 34 N. E. Rep. 458 (Mass.). A witness for the State testified that at the time of the alleged larceny the defendant had side-whiskers, while certain witnesses for defendant testified that they had known him since the Spring of 1887, and that during that time he had never worn side-whiskers. It was held proper to admit in evidence a photograph for the purpose of showing that when it was taken, viz., July, 1887, defendant wore side-whiskers, thus contradicting the witnesses who had testified the contrary. The verification of the photograph was a question for the presiding judge.

Contracts.—Barrett v. Kelley, 29 Atl. Rep. 809. Contract made by agent subject to approval of principal in another State is, upon acceptance by principal, governed by laws of State in which principal resides.

Constitutional Law—Bounties.—Dimmit County v. Frazier et al., 27 S. E. Rep. 829 (Civil Appeals, Texas). The county appealed from the District Court, giving judgment to the appellees for a bounty for killing certain wild animals, under an act of April 2, 1887, of the Legislature, assigning as a reason that the aforesaid act was in violation of Article III., Section 48, of the Constitution

of Texas, which provided that the Legislature should not have the right to levy taxes or impose burdens on the people, except to raise revenue sufficient for the economical administration of the government. As one of the purposes of government is to protect citizens in the use and enjoyment of their property, the aforesaid act is clearly in pursuance of that object and not in conflict with the Constitution.

Personal Injuries—Permission to Examine Machinery—Liability of Proprietor for Negligence—License—Assumption of Risk.—Benson v. Baltimore Traction Co., 26 Atl. Rep. 973 (Md.). This was an action for personal injuries caused by the defendant's negligence. It was held that a company cannot be held liable for injuries to persons or parties to whom they had granted a mere license, upon their request to visit and inspect the works and machinery of the company, on the ground that it is not for the benefit of the company that the injured party visited their works. Therefore the company are not responsible if they are in any way injured while viewing the company's work-shop. Had the company urged or solicited visitors to come and view their works and machinery, the law would have required them to keep their visitors from all injury.

Injury to Servant—Extent of Employer's Liability.—East Tennessee V. & G. Ry. Co. v. Reynolds, 20 S. E. Rep. 70 (Ga.). Where through the negligence of a railroad engineer an accident occurred to a train and the conductor assumed the duty of trying to avoid other accidents which might have resulted from this first one, and while walking along the track in order to flag an approaching train, slipped on a tie and was injured, and it was proved that conductor used unnecessary haste and poor judgment in exposing himself to danger, the court held he could not recover, even though it was shown that had there been a proper number of train hands present the conductor would not have been injured. The negligence of engineer was too remote and when one accepts employment he assumes the ordinary risks and casualties of that business.

Court—Adjournment Term.—Hodnett v. Stone, 20 S. E. Rep. 43 (Ga. Supreme). The defendant moved to dismiss the case because the declaration in attachment upon which the case rested had not been filed at the first term of the court according to law. Owing to the physical inability of the judge, the February term